

**BID OPENING DATE: TUESDAY, MAY 10, 2016 @ 02:00 p.m. (CST)**

**INVITATION TO BID #: 730-16111 DELL COMPUTERS FOR FINANCE DEPARTMENT**

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**BID POSTING DATE: TUESDAY, APRIL 26, 2016**

<b>Company Name:</b>	
<b>Texas Vendor ID or FEI Number:</b>	
<b>Physical Address:</b>	
<b>City:</b>	
<b>State:</b>	
<b>Zip:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Authorized Signature:</b>	
<b>Type or Print Name of Authorized Person:</b>	
<b>Date:</b>	

<b>TOTAL AMOUNT OF BID:</b>  \$ _____  <b>Bid price is guaranteed for 60 days</b>	<ul style="list-style-type: none"><li><input type="checkbox"/> Check below if preference is claimed under Rule 1 TAC 113.8</li><li><input type="checkbox"/> Produced in Texas and/or Texas bidder</li><li><input type="checkbox"/> Texas agricultural products</li><li><input type="checkbox"/> USA produced supplies, materials or Equipment</li><li><input type="checkbox"/> Historically Underutilized Business by the TX Procurement and Support</li><li><input type="checkbox"/> Products of persons with mental or physical Disabilities</li><li><input type="checkbox"/> Products made of recycled materials</li><li><input type="checkbox"/> Energy efficient products</li></ul>
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Vendor agrees to comply with all conditions shown on this form. FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID

For Additional Information Contact UH Contacts: Maya Thornton or Maira Artola

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## **GENERAL INTENT**

The University Finance and Finance Reporting Department needs to purchase 26 Dell Computers for staff members. These computers will be used by staff members to complete work tasks.

## **TERMINATION CLAUSE**

The University may terminate this award at any time upon 30-calendar days' notice in writing to the awarded Firm. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the award and shall proceed to cancel promptly all existing orders and awards insofar as such orders and awards are chargeable to this award.

## **BID OPENING**

Sealed bids titled "**ITB: 730-16111 Dell Computers for Finance Department**" will be received by Spot Bid Fair UH Representatives and opened at **02:00 p.m. on Tuesday, May 10, 2016** at the "Doing Business Texas Style" Spot Bid Fair.

## **RETURN BID TO**

University of Houston Exhibit Table at the "Doing Business Texas Style" Spot Bid Fair by **02:00 p.m. on Tuesday, May 10, 2016**. **Faxed and late bids will not be accepted under any circumstances. DO NOT USE U. S. Postal Service in submitting your bid. Submit one (1) clearly marked original "ITB: 730-16111 Dell Computers For Finance Department."**

## **WAIVER OF INCONSISTENCIES**

The University of Houston reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

## **INCURRED EXPENSES**

Any and all expenses incurred in response to this proposal are entirely the responsibility of the vendor. Neither the University, nor the State of Texas, is liable in any manner.

## **FIXED EXCALATION CLAUSE**

**Bidders must certify a fixed, maximum percentage of escalation for both the subsequent terms of the contract as specified. This percentage will be employed in the evaluation and award of any contract resultant of the bid. The maximum annual percentage of escalation is \_\_\_\_\_%. If this field is not filled in, an escalation of 0% will be assumed. All prices **MUST** remain firm during the initial term of award as identified on this ITB**

## **VENDOR CERTIFICATION/ACCEPTANCE**

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by The University of Houston of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement

NAME OF COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

## **BID RESPONSE REQUIREMENTS**

**ALL BID PRICING MUST BE SUBMITTED ON THIS FORM. IN THE EVENT AN ATTACHMENT IS SUBMITTED, REFERENCE TO THE ATTACHMENT MUST BE NOTED ON THIS BID FORM AND THE ATTACHMENT MUST**

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**REFERENCE THE BID NUMBER AND MUST BE SIGNED BY THE SAME AGENT THAT SIGNS THIS FORM. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

NOTE: Only those inquiries the University of Houston System replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. All responses to inquiries and interpretations will be posted to the Electronic State Business Daily (ESBD) at: <http://esbd.cpa.state.tx.us/> It is all bidder(s) responsibility to check the Electronic State Business Daily (ESBD) for all postings up to the bid opening date. Bidder(s) must acknowledge all addenda by either signing or returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or shall accompany the bid response.

## WAIVER OF INCONSISTENCIES

The University of Houston reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

## SCOPE OF WORK

Qty.	Item Number	Model
26	9020 MT CTO	OptiPlex

All computers **must** include following specifications:

Module	Description	Product Code	SKU
Processor	Intel® Core™ i7-4790 Processor (Quad Core, 8MB, 3.60GHz w/HD4600 Graphics)	I74790	[338-BFIK]
Operating System ( s )	Windows 7 Professional, 64-bit, English	W7PN61E	[421-5606]
Memory	16GB (2x8GB) 1600MHz DDR3 Memory	16G2D	[370-AAJC]
Boot Hard Drives	1TB 3.5inch SATA (7.200 RPM) Hard Drive	1T7BP	[400-AAMQ]
Productivity Software	No Office License Included	13TMUI	[630-AABP]
Dell Data Protection  Encryption Security SW	No DDPE Encryption Software	NODDPE	[954-3465]
Additional Hard Drive	No Additional Hard Drive	NOAHD	[340-ADBJ]
Video Cards	nVIDIA GeForce GTX 745, 4GB DDR3, 1 VGA, 1 DVI, 1 HDMI	GTX745	[490-BCKV]
Dell Monitors	Dell UltraSharp 24 Monitor - U2412M	U2412M	[480-AASC]
Optical Drivers	16X DVD+/-RW and 8X DVD-ROM and Media Card Reader	8XSLM	[429-AAEZ] [385-BBBN] [385-BBBO] [429-AAEF] [429-AAER] [470-AAED]
Keyboard	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black	8KBUS	[580-AAQX]
Mouse	Dell MS111 USB Optical Mouse	USBOP	[570-AACR]
Monitors	No Monitor Selected	NOMNTR	[480-ABHJ]

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OptiPlex 9020 Minitower	OptiPlex 9020 Minitower	9MTC	[210-AATM]
Chassis Options	OptiPlex 9020 Mini Tower for Standard Power Supply	MTAPT2	[329-BCKU]
Thermals	Heatsink, Performance, Minitower	THMT9	[412-AAAV]
E-Star	No Estar	NOESMRT	[387-BBCG]
Low Power Mode	1-Watt BIOS	1WBIOS	[340-ABMZ]
Chassis intrusion switch	Chassis Intrusion Switch	NTRSN	[461-AAAZ]
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-AABE]
Processor Branding	Intel® Core™ I7 Label	ICI7SML	[389-BBWR]
RAID Connectivity	NO RAID	NORAID	[817-BBBN]
1394 FireWire Adapter	NO ADD-IN CONTROLLER CARD, PCI	NOCNTL	[340-ADBJ]
Additional Opticals	No Optical Drive	NODD	[429-AAHB]
Wireless	No Wireless	NOWRLS	[555-BBFO]
Wireless Drivers	No Wireless	NOWRLS	[555-BBFO]
Network Card	No Bcom required	NOBCOM	[555-BBKH]
ADD-IN Port Cards	No Add On Cards	NOADDIN	[382-BBBZ]
Intel Rapid Start Technology and Smart Connect	NO INTEL RESPONSIVE	NOINTR	[551-BBBJ]
Power Cord	System Power Cord (English)	US125V	[450-AAOJ]
Cables - Multi select	DVI-to-VGA Adapter and DP-to-DVI Adapter	CBLDSC	[470-AAIO] [470-AAIP]
Speakers	No Speaker, OptiPlex	NSPKR	[520-AAAL]
Mouse Pad	Mouse Pad	MSEPAD	[340-ACBI]
Optical Software	PowerDVD Software not included	NOPDVD	[429-AAGQ]
Operating System Media	OS-Windows Media Not Included for N-Series	NOMEDIA	[620-AALW]
Non-Microsoft Application Software	Additional Software for Window 7	CYC3W7	[421-4047]
			[658-BBNH]
			[422-0008]
			[389-BCCZ]
			[632-BBBZ]
			[632-BBCB]
			[640-BBDF]
			[640-BBEV]
			[658-BBMQ]
			[658-BBMT]
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[421-9982] [340-ABJI]
Dell Backup & Recovery	OS Recovery	DBRBSC6	[637-AAAS]

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Security Software	No Anti-Virus SW	NOSCRTY	[650-AAHJ]
Digitally Delivered Software	NCR	NOUPGRD	[340-ADBJ]
Placemat	No Quick Reference Guide	NOTSH	[340-ABKW]
Documentation	No Quick Reference Guide	NOTSH	[340-ABKW]
Regulatory Label	Regulatory Label	REGMEX	[389-BCCV]
Packaging	Shipping Material for System, Minitower	SHPDOA	[340-ABVE]
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]
Additional System Options	CUSTOM UH ASSET TAG AND REPORTCFI,Information, Validation,Se lect Any Microsoft OS	7126153	[364-1846]
	CFI Routing SKU	7126154	[364-4107]
	CFI,Roll-Up,Integration, Stand ard Tag,Optiplex	7126155	[365-0257]
	Asset Tag Report,Optiplex, Fac tory Install	7126156	[366-1000]
	CFI,Information Latude or Optiplex,Only	7126157	[366-1003]
	CFI,B22M,Information,Label, Medium,Factory Install	7126158	[371-2950]
	CFI,INFO,MIAS,POSTBURN,FACT	7126159	[371-3052]
	CFI,Information,CSRouting,Elig ible,Factory Install	1166567	[362-7806]
Hardware Support Services	3 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[997-6872]
			[997-6870]

## TERMS AND CONDITIONS

The agreement will be awarded to the responsive and responsible Bidder or Bidders whose ITB will be most advantageous to the University based on quality, service, price, and other factors considered as mentioned in the ITB specifications. The University reserves the right to waive any technical or formal error or omissions and reject any or all ITBS, or to award an agreement for the items thereon, either in part or in whole, if it is deemed to be in the best interest of the University to do so. Criteria that may be reviewed by the University's committee in the award of this ITB includes, but is not limited to, the following:

- Superior quality and adherence to specifications
- Excellent service – delivery and/or completion time
- Prices offered in bid
- Guarantees and warranties
- Company's reputation and financial status
- Past experience and cost with same or similar items or service
- Anticipated future cost and experience

- A. When a date is set for the delivery of services, said service must be delivered, and/or work must be performed, on or before said date.
- B. Respondent must ensuring that all traffic laws and ordinances are obeyed during the transport of and delivery of newspapers within and around the University campus and ensure that all vendor employees are appropriately licensed drivers.
- C. The University shall not be responsible for any goods delivered or services performed without an agreement signed by an authorized representative of the University.

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- D. Awarded Respondent shall be paid only in accordance with an invoice submitted within thirty (30) working days from the date of receipt of the invoice. Payment shall be made only after services have been rendered or delivery of materials or products, and acceptance has been made by university personnel.
- E. The University reserves the right to waive formalities and reject any and all proposals. Firms with no prior experience and submittals that do not meet the minimum requirements will not be considered. The University reserves the right to interview and request additional information from proposers.
- F. Respondent must submit pricing for services as itemized on page 8; all other pricing formats and documents will not be considered.
- G. Respondents to provide a list of three references that they have successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the particular type of project completed.
- H. All work and deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Respondent; except in such cases where the service will be delayed causes beyond the control of the successful Respondent. In these cases, the successful Respondent shall notify the University of any setbacks in advance of the service dates so that a revised schedule can be negotiated.
- I. The successful Respondent shall not invoice the University until specified services and orders are delivered and accepted by the Universities' authorized representative. It is understood and agreed that the University may, at its discretion, verbally cancel delayed services and seek services from another vendor and has the option to cancel orders and/or agreement for non-performance of services or non-delivery of goods.
- J. Respondent must have adequate number of staff, adequate resources and equipment needed to complete the orders within the specified time frame given by the University
- K. The University specifically requests that Respondents restrict all contact and questions regarding this ITB to the above named individual. Any questions or concerns regarding this ITB shall be directed to the attendees of the Spot Bid Fair.
- L. Award announcements will not be made at the Spot Bid Fair. Awarded vendors will receive an award letter via email.

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## **QUESTIONNAIRE**

In order to receive bid award consideration, the respondent must be able to demonstrate that they are currently providing or have had at least one contract, as a prime supplier, that is similar in size and scope to this solicitation. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary.

1. Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City & State \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City & State \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City & State \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_

## **AWARD**

The University of Houston intends to award in such a way as to gain the greatest benefit to the end result of this project and therefore the University – single or multiple awards to one or more vendors. To accomplish this, the University reserves the right to seek clarification with any or all vendors as we see fit in order to determine the most advantageous proposition to the University. The University of Houston will be the sole judge of what constitutes the most advantageous proposition to the University.

Bids will be evaluated and awarded to a bidder who submitted a responsible and responsive bid. A responsive bid is one that meets all the terms, conditions and specification of the bid. A responsible bid is one where the bidder has the overall capability to satisfactorily perform the contract. Discovered references not included in the bid package may be used at the discretion of the University.

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**PRICING**

Item	Qty.	Item Number	ITEMS	Unit Price	Extended Price
1	26	9020 MT CTO	OptiPlex with required specifications		
2	26		Delivery		
3	3yr		Warranty		
4			Additional Misc. Fees		

**Total**

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**TERMS AND CONDITIONS: ITEMS BELOW APPLY TO AND BECOME PART  
OF BID, ANY EXCEPTIONS THERETO MUST BE IN WRITING**

**1. BIDDING REQUIREMENTS:**

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas and the University of Houston in addition to the requirements of this form.
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Bids must be time stamped at University of Houston (UH) Purchasing Department Office \* on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for UH acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the UH based on an acceptable written reason.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Tax Exemption Certificates are available upon request.
- 1.10 The University reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by the UH and/or investigation for antitrust violations.
- 1.12 Inquiries pertaining to IFBs must include the requisition number and opening date.

**2. SPECIFICATION:**

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation to Bids (ITB).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS - Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).**

**4. DELIVERY**

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

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**TERMS AND CONDITIONS cont'd**

- 4.2 If delay is foreseen, vendor shall give written notice to the UH and the ordering agency. Vendor must keep the UH and ordering agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the UH to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of UH.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
- 5. **INSPECTION AND TESTS** - All goods will be subject to inspection and test by the University. Authorized UH personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the University's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.
- 6. **AWARD OF CONTRACT** - A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a University of Houston Purchase Order or Contract. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Harris County, Texas.
- 7. **PAYMENT** - Vendor shall submit 2 copies of an itemized invoice showing University Purchase Order number on all copies. The University will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
- 8. **PATENTS OR COPYRIGHTS** - The vendor agrees to protect the University from claims involving infringement of patents or copyrights.
- 9. **VENDOR ASSIGNMENTS** - Vendor hereby assigns to University any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 10. **BIDDER AFFIRMATION** - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
  - 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
  - 10.2 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
  - 10.3 Pursuant to Section 2155.004 Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.
  - 10.4 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
  - 10.5 Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
  - 10.6 The Contractor shall defend, indemnify, and hold harmless the University of Houston, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
  - 10.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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**TERMS AND CONDITIONS cont'd**

- 10.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
- Name of Former executive: \_\_\_\_\_
- Name of State agency: \_\_\_\_\_
- Date of separation from State agency: \_\_\_\_\_
- Position with bidder: \_\_\_\_\_
- Date of Employment with bidder: \_\_\_\_\_
- 10.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 10.10.1 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
11. Pursuant to Section 231.006 (c), Family Code, bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach name & social security numbers for each person. This information must be provided prior to contract award.
12. **NOTE TO BIDDER** - Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.
13. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the UH and the contractor to attempt to resolve all disputes arising under this contract.
14. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
15. **TECHNOLOGY ACCESS CLAUSE.** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the University of Houston that the technology provided to the University of Houston for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
1. Providing equivalent access for effective use by both visual and non-visual means;
  2. Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
  3. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.
- 15.1 **"Exemption Declaration:** Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."